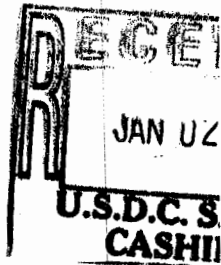


BLANK ROME, LLP  
Attorneys for Plaintiff  
Jeremy J.O. Harwood (JH 9012)  
405 Lexington Avenue  
The Chrysler Building  
New York, NY 10006  
(212) 885-5149

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

08 CV 00015

**Judge Berman**



TRAFALGAR SHIPPING SRL,

Plaintiff,

08 Civ.

v.

**VERIFIED COMPLAINT**

OCEAN TRAFFIC CORPORATION,

Defendant.

Plaintiff TRAFALGAR SHIPPING SRL ("Plaintiff"), by its attorneys Blank Rome, LLP, complaining of the above-named Defendant OCEAN TRAFFIC CORPORATION ("OTC" or "Defendant"), alleges upon information and belief as follows:

1. This is a case of admiralty and maritime jurisdiction, as hereinafter more fully appears, and is an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. The Court has subject matter jurisdiction.
2. At all material times, Plaintiff was and now is a foreign company organized and existing under the laws of Italy.

3. At all material times, defendant was and now is a corporation organized and existing under the laws of Japan.

### **THE BASIC FACTS**

4. On or about November 3, 2007 Trafalgar entered into an agreement with OTC to assist it in its contract of affreightment with Capital Rice, of Bangkok, Thailand (the "Agreement").

5. Under the Agreement Trafalgar advanced on OTC's behalf on or about November 9, 2007 the first 15 days of hire due under contract of charterparty by and between OTC the owners of the M/V ATLANTIC DREAM ("Vessel").

6. In addition Trafalgar agreed to assist OTC in obtaining the cargo for the Vessel on her return journey.

7. OTC agreed to repay Trafalgar the amounts advanced under the Agreement from the amount OTC would receive under its contract with Capital Rice.

8. Despite demand, OTC has failed to pay a balance of \$228,708 due and owing under the Agreement.

9. This action is expressly filed without prejudice to any right of arbitration under the Agreement or otherwise.

### **COUNT I**

#### **RULE B RELIEF**

10. Plaintiff repeats paragraphs 1 through 9 as if fully set forth herein.

11. Plaintiff seeks issuance of process of maritime attachment so that it may obtain security for its claims including its English attorneys' fees and arbitrators' fees

which are routinely awarded in London arbitration and no security for Plaintiff's claim has been posted by Defendant or anyone acting on its behalf to date.

12. At best as can now be estimated, Plaintiff expects to recover the following amounts:

A. On the principal claim	\$228,708.00
B. Estimated Recoverable English Lawyers Fees & "Costs"	\$ 60,000.00
C. Interest over the course of 3 years at prime rate average of 8% per annum:	\$ 54,889.00
<b>TOTAL:</b>	<b>\$343,597.00</b>

13. Defendant cannot be found within this district within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure ("Rule B"), but is believed to have, or will have during the pendency of this action, assets in this jurisdiction.

**WHEREFORE**, Plaintiff prays:

A. That process in due form of law issue against Defendant, citing it to appear and answer under oath all and singular the matters alleged in the Verified Complaint;

B. That since Defendant cannot be found within this District pursuant to Rule B, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B attaching all of Defendant's tangible or intangible property or any other funds held by any garnishee, which are due and owing to Defendant up to the amount of \$343,597 to secure the Plaintiff's claims, and that all

persons claiming any interest in the same be cited to appear and, pursuant to Rule B, answer the matters alleged in the Verified Complaint;

C. That this Court retain jurisdiction over this matter through the entry of a judgment or award associated with the pending claims including appeals thereof.

D. That Plaintiff may have such other, further and different relief as may be just and proper.

Dated: New York, NY  
December 31, 2007

Respectfully submitted,  
BLANK ROME, LLP  
Attorneys for Plaintiff

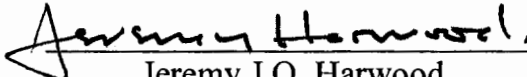
By Jeremy J.O. Harwood  
Jeremy J.O. Harwood (JH 9012)  
405 Lexington Avenue  
New York, NY 10174  
Tel.: (212) 885-5000

**VERIFICATION**

STATE OF NEW YORK     )  
                                      : ss.:  
COUNTY OF NEW YORK    )

Jeremy J.O. Harwood, being duly sworn, deposes and says:

1. I am a member of the bar of this Honorable Court and of the firm of Blank Rome, LLP, attorneys for Plaintiff.
2. I have read the foregoing Complaint and I believe the contents thereof are true.
3. The reason this Verification is made by deponent and not by Plaintiff is that Plaintiff is a foreign corporation, no officer or director of which is within this jurisdiction.
4. The sources of my information and belief are documents provided to me and statements made to me by representatives of Plaintiff.

  
Jeremy J.O. Harwood

Sworn to before me this  
31st day of December, 2007



Notary Public

NEAL MITCHELL  
Notary Public, State of New York  
No. 01MI6114408  
Qualified in New York County  
Commission Expires Aug. 16, 2011

BLANK ROME, LLP  
Attorneys for Plaintiff  
Jeremy J.O. Harwood (JH 9012)  
405 Lexington Avenue  
The Chrysler Building  
New York, NY 10174  
(212) 885-5000

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

TRAFALGAR SHIPPING SRL,

Plaintiff,

v.

OCEAN TRAFFIC CORPORATION,

Defendant.

08 Civ.

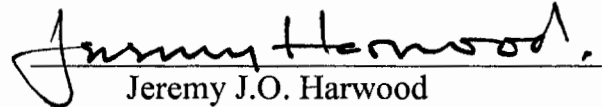
**AFFIDAVIT UNDER  
SUPPLEMENTAL RULE B**

STATE OF NEW YORK       )  
                                      : ss.:  
COUNTY OF NEW YORK    )


JEREMY J.O. HARWOOD, being duly sworn, deposes and says:

1. I am a member of the Bar of this Honorable Court and a member of the firm of Blank Rome, LLP, attorneys for the Plaintiff herein. I am familiar with the circumstances of the complaint and submit this affidavit in support of Plaintiff's request for the issuance of process of maritime attachment and garnishment of the property of defendant OCEAN TRAFFIC CORPORATION, a company organized and existing under the laws of Italy, pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure.

2. The defendant is not incorporated or registered to do business in this State.
3. Under my supervision, my office did a search of the New York State Secretary of State, Division of Corporations, Transportation Tickler (2006 edition), telephone assistance in New York City, and the internet Yellow Pages.
4. In our search, we did not find any listing or reference to defendant in this district or state.
5. In the circumstances, I believe the defendant cannot be "found" within this district.
6. I attach as Exhibit 1 hereto a copy of the English solicitor's demand letter to defendant, dated December 28, 2007.

  
Jeremy J.O. Harwood

Sworn to before me this  
31st day of December, 2007

  
Notary Public

NEAL MITCHELL  
Notary Public, State of New York  
No. 01116114408  
Qualified in New York County  
Commission Expires Aug. 16, 2012

## **EXHIBIT 1**



# HOLMAN FENWICK & WILLAN

R W Crump  
C R Lowe  
R G Wilson  
H M Brown  
Lord Byron  
S P Drury  
G Q Gray  
H J Livingstone  
S J Paul  
P T Aston  
J P Dull  
G Brajeux\*  
J J Olliv\*  
R G G Osborne  
J C Gosling  
O M Sefton  
S K Blows  
T P Clements-Jones\*\*  
G M T Eddings  
J C Pierce  
V E Petroff  
R N Hutton  
G J V Hardaker  
S W Congdon  
O M Purcell\*\*  
J A Tooker

N D Campbell  
P G Bennett  
A A Bandurka  
M R Bowman  
P J Hatzler  
P A Wareham  
S S Davidson  
H W Dunlop  
P R Wordley  
R W Balson  
C S Lockwood  
C S Swart  
G W Williams  
A B Mackie  
J B Mackay  
P P C Yeung  
A A Leir  
J L Draeger  
A M W Dunn  
R M Hopkirk  
H C M Fung  
R P Dean  
J G Webb  
W Kerr  
S Selegny\*  
S Elleboode-Merlier\*

G D Lamplough  
L M Katz  
R J Wilmot  
N J Barr  
A G Dekany  
R J Mabane  
D France  
A A Duffield  
J E Forrester  
R C A Gogarty  
A H Johnston  
C C Frangeskides  
E C M Tay Pamarat\*  
A D W Robinson  
E R Newitt  
B S J Perrott  
R C Springall  
G J Valley  
R E Baines  
A R Chamberlain  
S J Sloane  
D E Vassos  
P A Smith  
D J Honey  
D G Reif  
J Butterworth\*\*

J P G Campbell  
E K Dautlich  
N B Wick  
J C Cashman\*  
S H Roberts  
C A Nesime  
J J Clark  
J M Wandless  
R Dajani  
R H P Jowett  
C S C Quennell  
D Roylance\*\*\*  
P T Murphy  
A R West  
A P Apostolls  
D A G Brookes  
M R Allcoat  
K Dhir  
T R H Stephens  
A M Feeney  
S Lequette\*  
M J Pilkington  
L Y Tan

Consultants  
W A Bishop  
Examiner in Admiralty  
J R M O'Sullivan  
P Rees Smith  
T J Boden\*  
J A Dillon  
P B Davies\*

Marlow House  
Lloyds Avenue  
London EC3N 3AL  
Tel +44 (0)20 7488 2300  
Fax +44 (0)20 7481 0316

holmans@hfw.co.uk  
Telex 8812247 HFWLON  
DX 1069 London City EC3  
VAT No GB 243 4838 55

[www.hfw.com](http://www.hfw.com)

Your Ref

Our Ref CSL/DJH/CCK/229

Direct Line +44 (0)20 7264 8360

Email [costas.korkodilos@hfw.co.uk](mailto:costas.korkodilos@hfw.co.uk)

Date

28 December 2007

Ocean Traffic Corporation  
Tokyo  
Japan

Attn: Naoko Takahashi

Dear Sirs

## Amounts due to Trafalgar Shipping SRL

We represent Trafalgar Shipping SRL ("Trafalgar") with whom you entered into an agreement in respect of your contract with Capital Rice, Bangkok ("Capital Rice").

On or about 3 November 2007 through your broker Mr Kittichai of Inter Marine Line, Bangkok Trafalgar agreed to assist you in fulfilment of your obligations to Capital Rice by:

1. paying the first 15 days of hire due in respect of the Charter entered into between yourselves and the owners of MV ATLANTIC DREAM together with a part payment of the costs of the bunkers; and
2. assisting you in obtaining a cargo for the return voyage of MV ATLANTIC DREAM.

It was agreed that Trafalgar would be repaid the amounts they had advanced to you (together with a brokerage commission) directly by Capital Rice when the freight under your agreement with Capital Rice was due and payable. However, we understand that Capital Rice have paid to you directly all amounts of freight due to you under your agreement with them.

In fulfilment of their obligations our clients advanced the agreed sums to you on or about 9 November 2007. They have also been assisting Mr Kittichai in sourcing a cargo for the return leg of your voyage. However, in breach of your obligations to our clients you have not repaid the amounts which they have advanced you. The amount of US\$228,708.45 is due and owing to our clients.

Paris Rouen Piraeus Dubai Hong Kong Shanghai Singapore Melbourne

This firm is regulated by the Solicitors Regulation Authority.

A partnership of solicitors and registered foreign lawyers. All partners are solicitors except where otherwise shown.

\* Master Mariner \* Avocat à la Cour France \*\* Solicitor and Avocat à la Cour France \*\*\* Australian Legal Practitioner

HOLMAN FENWICK & WILLAN

Page No. 2

Furthermore you have alleged that our clients have entered into a sub-charter with you and that hire is due and owing to you under the sub-charter. This is incorrect. As you are well aware our clients have never agreed to enter into a sub-charter with you. They simply agreed to provide you with some assistance and despite having done so you refuse to repay the amounts which are clearly due to them and allege to third parties that our clients have defaulted in their obligations to you. This is unacceptable. Please confirm by return that:

1. the amount of US\$228,708.45 will be remitted to our clients by 1 January 2008;
2. you will cease disparaging our clients' name to various third parties in relation to a sub-charter which they never entered into.

All of our clients' rights are reserved in the event that you fail to repay the amounts due to them and continue to incorrectly criticise them before third parties including the right to commence legal and other security proceedings in any appropriate jurisdictions.

We look forward to hearing from you.

Yours faithfully



HOLMAN FENWICK & WILLAN  
HFWLDN4825315-1